Supreme Court of the United States

PETITION FOR A WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

INDEX

	Page
Opinions below	1
Jurisdiction	2
Questions presented	2
Statute involved	2
Statement	2
Reasons for granting the writ	7
Conclusion	18

Appendix A—Statutes involved	1a
Appendix B—Opinion of Arbitrator Gerald A. Barrett, issued September 24, 1958	7a
Appendix C—Award of Arbitrator Gerald A. Barrett, issued September 24, 1958	11a
Appendix D—Opinion of United States District Court for the Western District of North Carolina, issued December 31, 1959	11a
Appendix E—Decree of the United States District Court for the Western District of North Carolina, issued December 31, 1959	15a
Appendix F—Opinion of United States Court of Appeals for the Fourth Circuit, entered January 21, 1960	17a
Appendix G—Decree of the United States Court of Appeals for the Fourth Circuit, entered November 10, 1960	25a

CITATIONS

CASES: Page

Arsenault v. *General Electric Co.*, 1960, 147 Conn. 130, 46 LRRM 2483 17
Batter Bldg. Material Co. v. *Kirschner*, 1954, 142 Conn. 1, 110 A. 2d 464 10
Botany Mills, Inc. v. *Textile Workers*, 1958, 50 N.J. Super 18, 141 A. 2d 107 9
Brooks v. *N.L.R.B.*, 348 U.S. 96 11
Busch's Jewelry Co., 1952, 19 L.A. 365 10
Endicott Johnson Corp. v. *Lane*, 274 App. Div. 833, 834, 80 N.Y.S. 2d 639 (1948), affirmed 299 N.Y. 725, 87 N.E. 2d 450 (1949), certiorari denied, 338 U.S. 892 9
Franks Bros. Co. v. *N.L.R.B.*, 321 U.S. 702 ..... 10, 11
Goodall-Sanford, Inc. v. *Textile Workers*, 353 U.S. 550 9
International Ladies' Garment Workers' Union v. *N.L.R.B. and Bernhard-Altmann Texas Corporation*, 122 N.L.R.B. 1289, enforced D.C. Cir., 1960, 280 F. 2d 616, certiorari granted 364 U.S. 811 ..11, 12, 14, 15
Item Co. v. *New Orleans Newspaper Guild*, 5th Cir., 1958, 256 F. 2d 855, certiorari denied, 358 U.S. 867 9
Kulukundis Shipping Co. v. *Amtorg Trading Corp.*, 2 Cir., 1942, 126 F. 2d 978 10
Medo Supply Corp. v. *N.L.R.B.*, 321 U.S. 678 11
Myers Products Co., 84 N.L.R.B. 32 (1949) 14
N.L.R.B. v. *Drivers Local Union*, 362 U.S. 274, commonly known as the *Curtis* case 12, 13
N.L.R.B. v. *P. Lorillard Co.*, 314 U.S. 512, reversing 117 F. 2d 921 11
N.L.R.B. v. *Office Supply Co.*, 2d Cir., 1953, 201 F. 2d 838 14
N.L.R.B. v. *Westinghouse Electric Co.*, 6th Cir., 1949, 179 F. 2d 507 14
Ostrofsky v. *Steelworkers*, 171, 273 F. 2d Supp. 782, affirmed 4th Cir., 1960, 278 F. 2d 614 17
Reconstruction Finance Corp. v. *Harrisons & Crosfield*, 2 Cir. 1953, 204 F. 2d 366 10
Retail Department Store Employees Union v. *Sears, Roebuck & Co.*, W.D. Wash., November 30, 1960, 47 LRRM 2354 9
Sackman v. *Suburban-In-Hewlett, Inc.*, 24 L.A. 245 (N.Y. Sup. Ct., Spec. Term Part I, New York County, 1955) 10

Page

Seeman Bros., 34 L.A. 761 (N.Y. Sup. Ct., 1960) 17
Son Shipping Co. v. *De Fosse & Tanghe*, 2d Cir., 1952, 199 F. 2d 687 10
Soto v. *Lenscraft Optical Corp.*, 1960, 7 N.Y. 2d 397 .. 17
Textile Workers v. *Newton & Co.*, 1959, 394 Pa. 422, 147 A. 2d 155 9
United Rubber Workers v. *N.L.R.B.*, 362 U.S. 274 12
United States v. *Voges*, D.C.E.D. N.Y., 1954, 124 F. Supp. 543, 23 L.A. 174 17
United Steelworkers v. *American Mfg. Co.*, 363 U.S. 564 7
United Steelworkers v. *Enterprise Corp.*, 363 U.S. 593 7, 9
United Steelworkers v. *Warrior & Gulf Co.*, 363 U.S. 574 7
United Textile Workers v. *Lincoln Mills*, 353 U.S. 448 9
Walls Mfg. Co., 128 N.L.R.B. No. 60 (1960) 14
Wilson Bros. v. *Textile Workers*, S.D. N.Y., 1954, 132 F. Supp. 163 9

STATUTES:

Labor Management Relations Act, 61 Stat. 136, 29 U.S.C. 141, *et seq.* 1a
Section 101 ..... 1a
Section 301 ..... 6a

National Labor Relations Act, 49 Stat. 449, 29 U.S.C. 151, *et seq.*, as amended 1a
Section 1 ..... 1a
Section 2 (3) 2a
Section 2 (9) 3a
Section 2 (7) 3a
Section 8 (a) (1) 3a
Section 8 (a) (2) 4a
Section 8 (a) (3) 4a
Section 8 (a) (5) 5a
Section 8 (b) (1) 5a
Section 9 (a) 5a
Section 9 (c) (1) 6a
Section 9 (c) (1) (A) 6a
Section 9 (c) (1) (B) 6a

Railway Labor Act, amendments of 1934, 48 Stat. 1185, 45 U.S.C. 151, *et seq.* 14

Page

CONGRESSIONAL MATERIAL:

H.R. 8423, 73d Cong., 2d Sess., Section 5 (6), p. 6 14
1 Leg. His. L.M.R.A., 1947, p. 621 .....14, 17
2 Leg. His. L.M.R.A., 1947, p. 1654 .....14, 17
1 Leg. His. N.L.R.A., 1935, pp. 3, 20, 81, 146, 1131 14
2 Leg. His. N.L.R.A., 1935, pp. 2389, 2412, 2430, 2431, 2433, 2434, 2438, 2674 .....14, 17
S. 2926, 73d Cong., 2d Sess., Section 5 (6), p. 5 14
Wagner-Connery Bills, 1 Leg. His. N.L.R.A. 1935, pp. 3, 1131 14

MISCELLANEOUS:

Bargaining in the Steel Industry, 3 LRRM 853, 854 ... 16
Brooks, Robert R. R., When Labor Organizes, Yale Univ. Press, 1937, p. 15 15
Chrysler-Auto Workers Contract, 2 LRR Man. 964 15
General Motors-Auto Workers Contract, 2 LRR Man. 959 15
Harris, Herbert, American Labor (1939), pp. 297-303 15
Munger, William W., Bargaining in the Automobile Industry (1938), 2 LRRM, 952, 953 16
Refusal of General Counsel to Issue Complaint, Case No. SR-522, June 30, 1960, 46 LRRM 1255 14
Taylor, Myron C., Address quoted in part in Labor Relations of United States Steel Corporation, 2 LRR Man. 1009, 1014 15
Union Recognition as Shown in Contracts, 1-A LRR Man., 781, 782, 783 15
U. S. Department of Labor, Bull. No. 1267, December 1959, p. 1 16

IN THE

Supreme Court of the United States

OCTOBER TERM, 1960

No.

LOCAL NO. 520, INTERNATIONAL LADIES' GARMENT WORKERS' UNION, AFL-CIO, *Petitioner,*

v.

GLENDALE MANUFACTURING COMPANY, *Respondent.*

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

Local No. 520, International Ladies' Garment Workers' Union, AFL-CIO, respectfully prays that a writ of certiorari issue to review the judgment of the United States Court of Appeals for the Fourth Circuit entered in the above entitled case on November 10, 1960.

OPINIONS BELOW

The opinion of the court below (Appendix F, *infra*, pp. 17a-25a) is reported in 283 F. 2d 936. The opinion

of the district court (Appendix D, *infra*, pp. 11a-15a) is reported in 179 F. Supp. 222.

JURISDICTION

The judgment of the court of appeals (Appendix G, *infra*, p. 25a) was entered on November 10, 1960. The jurisdiction of this Court is invoked under 28 U.S.C. 1254 (1).

QUESTIONS PRESENTED

1. Whether decertification of a union subsequent to the expiration of a valid collective bargaining contract deprives the union of the power to conduct negotiations, as directed in an award rendered by an arbitrator prior to the expiration of the contract, regarding the wages due for the five months of the contract period preceding its expiration.

2. Whether good faith arm's length bargaining between an employer and the only union which represents any of his employees would be an unfair labor practice by the employer under Section 8 (a) (1) and by the union under Section 8 (b) (1) (A) of the National Labor Relations Act because a majority of the employees on the employer's petition has decertified the union as their representative.

STATUTE INVOLVED

The pertinent provisions of the Labor Management Relations Act (61 Stat. 136, as amended, 29 U.S.C. 141, *et seq.*) are set forth in Appendix A, *infra*, pp. 1a-7a.

STATEMENT

On October 15, 1955, the International Ladies' Garment Workers' Union, AFL-CIO, and Glendale Manu-

facturing Company, hereinafter called the Employer, entered into a collective bargaining contract covering employees at the employer's manufacturing plant in Biltmore, North Carolina, which contract, according to its terms, was to continue in effect until September 30, 1958. Shortly after the execution of this contract the International Union chartered Local 520, hereinafter called the Union, to administer the contract (pp. 11a-12a, *infra*).[1]

Article 21 of the contract provided as follows (p. 13a, *infra*):

> "Article XXI: Reopenings.
>
> "The wage terms herein contained may be subject to reopening annually in the event of a change of at least five (5%) percent in the Consumer's Price Index of the U. S. Department of Labor. Should the parties for any reason fail to reach an agreement upon such increase, then such disagreement shall be treated as a dispute under this agreement and be adjusted as any other dispute, through the machinery for adjustment of disputes, as provided in this agreement."

On April 29, 1958, about five months before the contract's terminal date, the Union, under the terms of the foregoing provision, notified the Employer that the Consumer's Price Index of the United States Department of Labor had increased in excess of five percent and requested negotiations for a raise in the wage rate (p. 12a, *infra*). The Employer took the position that the word "annually" in the contract limited reopening to anniversary dates of the contract and accordingly

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[1] The facts are all undisputed and are set forth fully in the various opinions attached hereto as appendices. References herein are accordingly to the appendices.

refused to meet with the Union to negotiate an increase (pp. 8a-9a, *infra*). The Union on May 15, 1958, filed a grievance requesting a pay increase equal to the increase in the price index, namely 7.31%, which grievance was processed pursuant to the grievance machinery provided in the contract (pp. 7a-8a, *infra*). Since this grievance was not adjusted by the parties, the grievance was on June 6, 1958, in accordance with the arbitration provisions of the grievance machinery set forth in the contract, submitted to Professor Gerald Barrett of the University of North Carolina as arbitrator for decision (p. 12a, *infra*).

The arbitrator rendered his opinion and award on September 24, 1958, in which he held that the Union request of April 29, 1958 for a reopening under Article 21 was timely, but that he could not decide the grievance as to the amount of any wage increase until the parties first attempted to negotiate the increase. He accordingly directed the Employer and the Union to meet and bargain on the wage increase (pp. 12a-13a, 18a, *infra*).

Six days after the award was handed down the contract expired (p. 18a, *infra*). The next day, October 1, 1958, the National Labor Relations Board, upon the petition of the Employer, conducted a decertification election, in which 91 employees were eligible to vote, 80 valid ballots and 4 challenged ballots were cast, with 33 votes for the Union and 47 again (Tally of Ballots, NLRB Case No. 11-RM-56).

The Employer at all times subsequent to the award has refused to meet with the Union to discuss the wages due for the last five months of the contract period (pp. 13a, 19a, *infra*).

The Union accordingly filed its complaint in the United States District Court for the Western District of North Carolina, Asheville Division, invoking the court's jurisdiction under Section 301 of the Labor Management Relations Act of 1947 (29 U.S.C. 185), and asking specific performance of the foregoing arbitration award (pp. 11a, 19a, *infra*). The district court on motion for summary judgment granted the relief prayed and entered a decree providing in material part as follows (pp. 15a-16a, *infra*):

> "The Defendant shall, pursuant to said Award, and upon request of plaintiff, and on agreeing to a date and place of hearing, meet with representatives of plaintiff for the purpose of determining the wage increase due defendant's employees, if any, represented by plaintiff, because of the rise in the Consumers' Price Index of the U. S. Department of Labor; that upon agreement between the parties, the defendant will pay to each employee the wage increase, if any, due him or her for the period from April 29, 1958 to September 30, 1958; that in the event the parties are unable to reach an agreement on the wage increase due each employee, such dispute shall be resubmitted to Professor Gerald A. Barrett, the Arbitrator herein, for the purpose of making such determinations, each party paying one-half (1/2) of the cost of such arbitration; that thereafter defendant will pay to each employee the wage increase due him or her as determined by Professor Barrett for the period from April 29, 1958 to September 30, 1958."

On appeal the United States Court of Appeals for the Fourth Circuit reversed on the sole ground that decree of the district court required the Employer and the Union to commit unfair labor practices under Section 8 (a) (1) and (b) (1) (A) of the National Labor

Relations Act, which the court of appeals construed as banning bargaining between an employer and a minority union (pp. 20a, 23a, *infra*). The court of appeals, however, expressly rejected the Employer's contention that the expiration of the contract rendered the wage issue moot. On this point the court said (p. 19a, *infra*):

> "If the union had not lost its certified status the law would have required the employer to bargain in good faith with the union on the terms of a new contract and on wages for the final five months of the old contract period. These bargainable issues would not be eliminated or restricted by expiration of the old contract. By force of the reopening of the wage question, the employees during the 5-month period, had been working for indeterminate wages to be fixed by subsequent agreement. So long as the union was their bargaining representative, it had the exclusive right to negotiate that agreement for them and the employer was under a duty to deal with it."

The court of appeals construed the various decisions of the courts and of the National Labor Relations Board as holding that an employer cannot lawfully negotiate with a minority union and if such negotiations occur both the employer and the union are guilty of committing unfair labor practices (pp. 19a-24a, *infra*). The court of appeals said (p. 23a, *infra*):

> "If we compel the employer to bargain with this union under these circumstances, we compel the employer and permit the union to commit an unfair labor practice in violation of the rights guaranteed to the employees under §7.
>
> • • • • • • • • •

> "We conclude that this uncertified, minority union has no right to represent the employees and the employer no right to deal with it as the representative of the employees. Should they deal with each other on any such basis, they would invade the statutory right of the employees."

The court of appeals recognized that some method of determining the amount due the employees for the last five months of the agreement was necessary. Since it felt that the union was debarred from acting, the court deemed it appropriate to remand the case to the arbitrator so that he might amend his award to require negotiation by the Employer with the employees directly or with some properly constituted representative or committee (pp. 24a-25a, *infra*).

On November 10, 1960, a decree was entered by the court of appeals vacating the judgment of the district court and remanding the case to the district court for further proceedings not inconsistent with the opinion of the court of appeals (p. 25a, *infra*).

REASONS FOR GRANTING THE WRIT

1. This case presents an important question in the law of industrial arbitration which we believe the court below decided contrary to the spirit, if not to the letter, of this Court's recent decisions in this field. This Court in the cases of *United Steelworkers* v. *American Mfg. Co.*, 363 U.S. 564, 569; *United Steelworkers* v. *Warrior & Gulf Co.*, 363 U.S. 547, 578; and *United Steelworkers* v. *Enterprise Corp.*, 363 U.S. 593, 596, held that courts were to defer to the arbitration process without intruding court made law where the parties had agreed to accept arbitrator made law. We believe the court below violated that concept. The court below

held that "the award was valid when it was made" (R. 24a), six days prior to the expiration of the collective bargaining agreement, but that it "became enforceable" subsequently when the employees repudiated their previously designated agent (R. 24a). In refusing to enforce a valid award because the union subsequently lost its majority the court below departed from well established principles in the field of industrial arbitration and substituted court made doctrine for arbitrator made doctrine.

Completely apart from the right of an employer and a minority union to negotiate future wages, hours and conditions of employment, it seems clear that under applicable principles of arbitration law, a union by losing its majority status does not lose the right to engage in such limited negotiations, applicable only to a past period when it had majority status, as are necessary to clear up the unfinished business of that period. The decree of the district court directed negotiation as to the wage increase, if any, due each employee "for the period from April 29, 1958 to September 30, 1958" (p. 16a, *infra*). From April 29, 1958 to September 30, 1958, the Union had the status of exclusive representative. It did not lose that status until the Board's decertification election on October 1, 1958. Hence the district court decree only directed the Employer and the Union to bargain with respect to a period of time during which the Union was undeniably entitled to exclusive recognition. If the Employer had bargained about the proposed increase with the Union on April 29, 1958, when first requested by the Union, as it was the Employer's duty to have done, the present case would never have arisen.

Under arbitration cases it is uniformly held that the delays attendant upon arbitration must not be allowed to deprive parties of the advantages they would have enjoyed if all parties had obeyed the law and time had not run by before the applicable steps were taken. This Court in both the *Lincoln Mills* and the *Enterprise* cases,[2] expressly recognized, and in the *Goodall-Sanford* case[3] *sub silentio* held, that the expiration of a contract providing for arbitration did not deprive the parties of the right thereafter to proceed with arbitration and to have the benefit of an award which attempted to restore the *status quo* as it would have existed but for the contract violation. In both the *Lincoln Mills* and the *Goodall-Sanford* cases, due to the closing of the plants, the Union had ceased to be the current representative of the employees prior to this Court's direction that arbitration should be had (353 U.S. at pp. 459, 551). Proceeding with arbitration on the basis of the facts as they existed when the dispute arose, and refusing to allow parties to suffer because of delays, is the usual practice in both industrial[4] and

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[2] *United Textile Workers* v. *Lincoln Mills*, 353 U.S. 448, 459; *United Steelworkers* v. *Enterprise Corp.*, 363 U.S. 593, 595, 596, 597-598.

[3] *Goodall-Sanford, Inc.* v. *Textile Workers*, 353 U.S. 550, 551.

[4] *Endicott Johnson Corp.* v. *Lane*, 274 App. Div. 833, 834, 80 N.Y.S. 2d 639 (1948), affirmed 299 N.Y. 725, 87 N.E. 2d 450 (1949), certiorari denied, 338 U.S. 892; *Item* v. *New Orleans Newspaper Guild*, 5th Cir., 1958, 256 F. 2d 855, certiorari denied, 358 U.S. 867; *Wilson Bros.* v. *Textile Workers*, S.D. N.Y., 1954, 132 F. Supp. 163; *Retail Department Store Employees Union* v. *Sears, Roebuck & Co.*, W.D. Wash., November 30, 1960, 47 LRRM 2354; *Botany Mills, Inc.* v. *Textile Workers*, 1958, 50 N.J. Super 18, 141 A. 2d 107, 112; *Textile Workers* v. *Newton & Co.*, 1959, 394 Pa. 422, 147 A. 2d 155, 156.

commercial arbitration.[5] Similarly, it has been held that the change in bargaining representatives does not deprive the former bargaining representative of power to enforce through arbitration grievances arising while it was the representative.[6]

Here the application of the foregoing rule is doubly justified. The Union's subsequent loss of majority status was in all likelihood caused by the very conduct of the Employer—refusal to bargain concerning the wage increase—which the Union asked the arbitrator and the courts below to remedy. The history of the grievance here involved demonstrates that for the five months prior to the expiration of the contract, the Employer—without any valid ground—refused even to discuss with the Union the wage increase established by the parties' collective bargaining contract. It is hardly surprising that a majority of the workers thereafter rejected the Union which had been discredited by the Employer's tactics in denying it the wage increase contained in the contract which the Union had earlier negotiated. This Court has regularly held that an employer by a refusal to bargain should not be allowed to discredit a bargaining agent selected by a majority of employees and then take advantage of the loss of majority due to his wrongful acts as an excuse for a further refusal to bargain. *Franks Bros. Co.* v.

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[5] *Son Shipping Co.* v. *De Fosse & Tanghe*, 2d Cir., 1952, 199 F. 2d 687, 689; *Reconstruction Finance Corp.* v. *Harrisons & Crosfield*, 2 Cir., 1953, 204 F. 2d 366, 369; *Batter Bldg. Materials Co.* v. *Kirschner*, 1954, 142 Conn. 1, 10-11, 110 A. 2d 464; *Kulukundis Shipping Co.* v. *Amtorg Trading Corp.*, 2 Cir., 1942, 126 F. 2d 978, 991-992.

[6] *Busch's Jewelry Co.*, 19 L.A. 365, 370-371 (1952, Joseph Rosenfarb, Arbitrator); *Sackman* v. *Suburban-In-Hewlett, Inc.*, 24 L.A. 245, 246 (N.Y. Sup. Ct., Spec. Term Part I, New York County, 1955).

N.L.R.B., 321 U.S 702, 704; *Medo Supply Corp.* v. *N.L.R.B.*, 321 U.S. 678, 687; *N.L.R.B.* v. *P. Lorillard Co.*, 314 U.S. 512, 513, reversing 117 F. 2d 921.

Indeed, even in the absence of employer wrongdoing, there are situations in which an employer is under a duty to negotiate with a union which has lost its majority status. The national labor policy—the promotion of industrial peace in a context of balanced employer and employee-union interests—may require negotiation with a minority union. *Brooks* v. *N.L.R.B.*, 348 U.S. 96, 103.

In *Brooks* and the other cases cited above, the Employer was required to negotiate with the Union for a period subsequent to the loss of the Union's majority status Here we do not have to go that far. We do not ask that the Employer negotiate concerning, or grant benefits for, the period subsequent to the loss of the Union's majority status. We ask only that rights which arose under a valid contract, at a time when the Union was the majority bargaining agent of the employees, be enforced for the limited period that the contract was effective. Surely it would be unconscionable to allow the Employer to profit from its own breach of contract by now denying enforcement of its legal obligations. The circumstances of this case require only that the Employer be directed to give effect to the rights which arose under the contract the Employer signed.

2. Quite apart from the foregoing this case also presents a facet of the issues now before this Court in *International Ladies' Garment Workers' Union* v. *N.L.R.B. and Bernhard-Altmann Texas Corporation*, No. 284, this Term, certiorari granted October 10, 1960

(364 U.S. 811). The decision of the *Bernhard-Altmann* case by the majority of the National Labor Relations Board (122 N.L.R.B. 1289) and by the majority of the United States Court of Appeals for the District of Columbia Circuit (280 F. 2d 616) rested on the same proposition of law as was the basis for the decision by the Court of Appeals for the Fourth Circuit in the instant case, namely, that an employer and a minority union by good faith arm's length bargaining engage in unfair labor practices within the meaning of Section 8 (a) (1) and 8 (b) (1) (A) of the National Labor Relations Act, (compare the Record in the *Bernhard-Altmann* case, pp. 5-6, 133-138, with pp. 19a-24a, *infra*). We believe this is a novel and erroneous doctrine, completely contrary to the express provisions of the National Labor Relations Act, its legislative history, the precedents of this and other Courts, and the whole climate of collective bargaining as it has developed in this country, as we stated in our Petition for Certiorari in the *Bernhard-Altmann* case, No. 284, this Term, pp. 11-16, 17-20.

In the *Bernhard-Altmann* case this Court may decide the case without finding it necessary to reach this very important issue, because there both the Employer and the Union acted in the good faith belief the Union did represent a majority. Hence we urge this Court to grant certiorari in this case so it may settle this important issue.

3. The decision below fails to follow the applicable principles of law enunciated by this Court in *N.L.R.B.* v. *Drivers Local Union*, 362 U.S. 274, commonly known as the *Curtis* case, and in *United Rubber Workers* v. *N.L.R.B.*, 362 U.S. 329. This Court's holding that Sec-

tion 8 (b) (1) (A) does not bar strikes or picketing for recognition of a minority union must necessarily mean that this section does not bar good faith arm's length bargaining by a minority union, in the course of which it is accorded recognition. The holding of the court below (pp. 20a, 23a, *infra*) that the Union would violate Section 8 (b) (1) (A) if it bargained with the Employer as the arbitration award directed, is necessarily inconsistent with the construction placed on Section 8 (b) (1) (A) by this Court in the *Curtis* case. There this Court said (262 U.S. at p. 290):

> "* * * § 8 (b) (1) (A) is a grant of power to the Board limited to authority to proceed against Union tactics involving violence, intimidation, and reprisal or threats thereof— * * *"

Peaceful negotiation of the wage rates applicable for the last five months' period under the expired contract can by on stretch of the imagination be classed as "violence, intimidation, and reprisal or threats thereof." If anything, such peaceful negotiations are much further removed from the type of conduct at which Section 8 (b) (1) (A) is directed than are strikes and picketing for recognition.

The clear legislative history of Section 8 (b) (1) (A) set forth by this Court in the *Curtis* case showing it was directed solely at "violence, intimidation, and reprisal or threats thereof" but not at economic pressure by a union to secure bargaining, serves to emphasize what the court below overlooked, that Section 7 does not grant any employee a right to bargain individually. Nowhere in the statute is there any protection accorded any alleged right to individual bargaining. The Board and the courts without exception up-

hold the right of the employer to discharge any employee for attempting the bargain individually.[7] The sponsors of both the original Wagner Act[8] and the subsequent Taft-Hartley Act[9] recognized that the worker had no individual bargaining power and unless organized had to accept whatever wages and conditions his employer dictated. Hence neither in the Wagner Act nor the Taft-Hartley Act was any protection afforded to individual bargaining.

Majority rule was not an ingredient of collective bargaining as it is practiced in England nor as it was practiced in the United States prior to the Railway Labor Act amendments of 1934 (48 Stat. 1185) and the Wagner Act of 1935 (49 Stat. 991). The original Wagner-Connery bills as introduced in Congress in 1934 made only one mention of majority, namely that a union security contract made with a majority union was excepted from the ban on discrimination.[10] Without taking the time here to detail the legislative history of the majority rule provisions as they now exist, all of which will be fully set forth in the brief for the petitioner in *International Ladies' Garment Work-*

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[7] *Myers Products Corp.*, 84 N.L.R.B. 32 (1949); *N.L.R.B.* v. *Office Supply Co.*, 2d Cir., 1953, 201 F. 2d 838; *N.L.R.B.* v. *Westinghouse Electric Co.*, 6th Cir., 1949, 179 F. 2d 507. Cf. *Walls Mfg. Co.*, 128 N.L.R.B. No. 60 (1960); Refusal of General Counsel to issue Complaint, Case No. SR-522, June 30, 1960, 46 LRRM 1255.

[8] 1 Leg. His. N.L.R.A. 1935, pp. 20, 81, 146, 976-977; 2 Leg. His. N.L.R.A. 1935, pp. 2389, 2412, 2480, 2431, 2433, 2434, 2438.

[9] 1 Leg. His. L.M.R.A., 1947, p. 621; 2 Leg. His. L.M.R.A. 1947, p. 1654.

[10] Section 5 (6) of S. 2926, 73d Cong., 2d Sess., p. 5, 1 Leg. His. N.L.R.A. 1935, p. 3; Section 5 (6) of H.R. 8423, 73d Cong., 2d Sess., p. 6, 1 Leg. His. N.L.R.A. 1935, p. 1131.

ers' Union v. *N.L.R.B. and Bernhard-Altmann Texas Corporation*, No. 284, this Term, we believe it is fair to summarize that history as establishing that majority rule was only applicable to mandatory collective bargaining, with minority union bargaining remaining permissive as long as it was conducted at arm's length in good faith without discrimination in terms and conditions of employment, whether by union security provisions or otherwise, against non-union members.

In the years immediately following the enactment of the National Labor Relations Act many of the most outstanding collective bargaining agreements of the period were made with minority unions. The agreements made by General Motors Corporation and Chrysler Corporation with the United Automobile Workers, C.I.O. in March 1937 settling the sit-down strikes and the agreement made by the United States Steel Corporation with the Steel Workers Organizing Committee on March 17, 1937, were admittedly collective bargaining agreements with unions that had not established a majority status. These contracts fixed wages, hours and conditions for all employees in the appropriate units although the union was only recognized as the representative of its members.[11]

This form of collective bargaining was prevalent in auto, steel and many other segments of American industry for several years.[12] A survey of collective bar-

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[11] Address by Myron C. Taylor, quoted in part in Labor Relations of United States Steel Corporation, 2 LRR Man. 1009, 1014; General Motors-Auto Workers Contract, 2 LRR Man. 959; Chrysler-Auto Workers Contract, 2 LRR Man. 964; Herbert Harris, American Labor (1939), pp. 297-303; Robert R. R. Brooks, When Labor Organizes, Yale Univ. Press, 1937, p. 15.

[12] Union Recognition as Shown in Contracts, 1-A LRR Man. 781, 782, 783.

gaining in the automobile industry in 1938 showed that of 537 contracts entered into with the UAW-CIO, 343 recognized the union as the representative of members only.[13] Of the 445 contracts entered into by the Steel Workers Organizing Committee by December 15, 1937, 85 percent showed recognition for members only.[14] Yet in all these contracts the terms applied to all employees in the appropriate unit. No one suggested that in all, or any, of these instances the employer and the union were committing unfair labor practices.

Nothing in the subsequent amendments to the National Labor Relations Act made it an unfair labor practice for an employer and a minority union to bargain. No additions were made to the list of unfair labor practices of employers set forth in Section 8 of the original Wagner Act. The only unfair labor practice of unions which supposedly applies, namely, Section 8 (b) (1) (A), has been construed by this Court in the *Curtis* case as inapplicable to this type of union conduct.

4. The question of the right of an employer to negotiate at arm's length and in good faith with a minority union is obviously of great public importance. The proportion of union members in the labor force is about one out of four. National and international unions with headquarters in the United States recorded a decline of 400,000 between 1956 and 1958, reversing an upward trend that had existed for the past two decades.[15]

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[13] William W. Munger, Bargaining in the Automobile Industry (1938); 2 LRRM 952, 953.

[14] Bargaining in the Steel Industry, 3 LRRM 853, 854.

[15] U. S. Department of Labor, BLS Bull. No. 1267, December 1959, p. 1.

5. Individual employees or committees of employees, not named as parties to an arbitration contract, are regularly held without standing to compel arbitration of grievances.[16] For this reason the suggestion of the Court of Appeals that some arrangement might be worked out to have individual employees or a committee complete the processing of the grievance, seems unworkable. The employer only contracted to negotiate with the Union. Since the individual employees and the as yet non-existent and unorganized committee, which somehow the Court envisages as springing up, are not parties to this law suit it is hard to see how they could participate herein. Furthermore, it is impossible to bargain with an unorganized group of workers, as was repeatedly stated by the sponsors of both the original National Labor Relations Act and the amendatory Labor Management Relations Act.[17]

If the vote in the decertification election meant that a majority of the employees did not wish to be represented in collective bargaining, by the reasoning of the court below, it would be equally violative of law to bargain with a new committee. Likewise where 33 of the 91 eligible employees voted for the Union and there is no other organized group, it would only lead to strife and unrest to attempt to inject a second organized group. Under all applicable principles of arbi-

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[16] *Ostrofsky* v. *Steelworkers*, 171 F. Supp. 782, affirmed 4th Cir., 1960, 273 F. 2d 614, *United States* v. *Yoffee*, D.C.E.D. N.Y. 1954, 124 F. Supp. 543, 546, 23 L.A. 174, 176; *Soto* v. *Lenscraft Optical Corp.*, 7 N.Y. 2d 397 (1960); *In re Seeman Bros.*, 34 L.A. 761 (N.Y. Sup. Ct., 1960); *Arsenault* v. *General Electric Co.*, (1960) 147 Conn. 130, 46 LRRM 2483.

[17] 2 Leg. His. N.L.R.A. 1935, p. 2433, 2438; 1 Leg. His. L.M.R.A. 1947, p. 621; 2 Leg. His. L.M.R.A. 1654.

tration law and labor law, bargaining with the Union is the only proper and feasible method of negotiating the wages due the employees during the five months they labored for indeterminate wages while the Union was still then exclusive representative. There was no valid reason for reversing the district court's decree.

CONCLUSION

For the foregoing reasons it is respectfully urged that this Court should issue its writ of certiorari to review the decision below.

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